DATE   07/20/2009   DTMA5P09202   DATE	OFFEROR TO					DHS09-064		PAGE 1 OF	10
SINGED BY	2. CONTRACT NO.	0.00000000		201-1003-1-07040-1-0		5. SOLICITATION	NUMBER		TION ISSUE
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MAR 2006, Division of Procurement	9. ISSUED BY		CODE	00095	10. THIS ACC	QUISITION IS			
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Attir. Rick Sager  T/So. CONTROCTOR/ OFFEROR  NORTH SHORE LIJHS LABORATORIES  USMMA AP Branch, AMZ-160, PO Box 25710  Okiahoma City, OK 73125  TELEPHONE NO.  17D. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN  OFFER  19.  SCHEDULE OF SUPPLIES/SERVICES  21.  QUANTITY  22.  QUANTITY  23.  QUANTITY  24.  TODE 1750A. AMQ-100, PO Box 25710  Okiahoma City, OK 73125  TEM NO.  SCHEDULE OF SUPPLIES/SERVICES  21.  QUANTITY  22.  QUANTITY  23.  24.  AMOUNT  27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, \$2.212-4, FAR 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHE  27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, \$2.212-5 INTACHED. ADDENDA ARE ARE NOT ATTACHE  27c. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN  CODE  15c. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN  OFFER  15c. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN  CODE  15c. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN  CODE  15c. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN  COPIES  15c. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND AND ADDITIONAL SHEETS  SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HERRIN.  31c. DATE SIGNED  31b. NAME AND TITLE OF SIGNATURE OF OFFICER (Type or print)  31c. DATE SIGNED  31b. NAME OF CONTRACTING OFFICER (Type or print)  31c. DATE SIGNED		LIVIT					N. N. N. N. N. N. N. N. N. S.		
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32b. SIGNATURE O	F AUTHOR				32c. DATE	32d. PRINTED N REPRESEI	AME AND T				Т
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Line Item Title **Document Number** Summary DTMA5P09202 Laboratory Tests - HIV Total Funding: \$16,200.00 Budget Org Sub Fund **Object Class** Sub Program Cost Org Sub 1MSP 00 0005 0000 2009 7009 1750MA

Cancelled Fund

Page 3 of 10

Proj/Job No.

Sub Reporting Category

520300

Division 25626

Line Item

Closed FYs

6100 6600

**Delivery Date** 

Quantity (Start Date to End Date)

Unit of Issue

**Unit Price** 

**Total Cost** (Includes Discounts)

Remit To: SAME

Number Description

DUNS NUMBER: 830414798 For Payment Inquires Contact: BARBARA MARTOS (405) 954-1219 Email: Barbara.CTR.Martos@faa.gov

0001

LABORATORY TESTS - HIV TESTING

09/30/2009

300.00

EA

\$54.000

\$ 16,200.00

CONFIRMATION ORDER

Ref Req No: DHS09-064

Total Cost:

\$16,200.00

USMMA Procurement Department: MAXMILLIAN S. DIAH (516) 773-5584

MARKVIEW Invoice To: Rick Sager (516) 773-5336

**Contract Level Funding Summary** 

**Document Number** 

DTMA5P09202

Title

Laboratory Tests - HIV

Page

4 of 10

- 7009 - 1750MA - 2009 - - 1MSP - 00 - 0005 - 0000 - - 520300 - - - 25626 - 6100 - 6600 -

\$16,200.00

Reference Requisition: DHS09-064

Total Funding: \$16,200.00

Document No.	Document Title	Page 5 of 10
DTMA5P09202	Laboratory Tests - HIV	20

## COMMERCIAL CLAUSES

## 1 52.252-2 CLAUSES INCORPORATED BY REFERENCE

**FEB 1998** 

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far/

www.dot.gov/ost/m60/tamar/tar.htm

	52.212-3	Offeror Representations and Certifications - Commercial Items	FEB 2009
	52.212-4	Contract Terms and Conditions - Commercial Items	MAR 2009
2	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS	APRIL 2009

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) <u>52.222-50</u>, Combating Trafficking in Persons (Feb 2009) (<u>22 U.S.C. 7104(g)</u>). Alternate I (Aug 2007) of <u>52.222-50</u> (<u>22 U.S.C. 7104(g)</u>).
- (2) <u>52.233-3</u>, Protest After Award (Aug 1996) (<u>31 U.S.C. 3553</u>).
- (3) <u>52.233-4</u>, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-8).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

 (1) <u>52.203-6</u> , Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ( <u>41 U.S.C. 253g</u> and <u>10 U.S.C. 2402</u> ).
(2) <u>52.203-13</u> , Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 ( <u>41 U.S.C. 251 note</u> ).
 (3) $\underline{52.203-15}$ , Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5).
 (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).
 (5) <u>52.219-3</u> , Notice of Total HUBZone Set-Aside (Jan 1999) ( <u>15 U.S.C. 657a</u> ).
(6) <u>52.219-4</u> , Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

Document No.	1	Document Title	Page 6 of 10
DTMA5P09202	I	Laboratory Tests - HIV	

[Contracting Officer shall check as appropriate.] (7) [Reserved] (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644). (ii) Alternate I (Oct 1995) of <u>52.219-6</u>. (iii) Alternate II (Mar 2004) of <u>52.219-6</u>. (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644). (ii) Alternate I (Oct 1995) of 52.219-7. (iii) Alternate II (Mar 2004) of 52.219-7. (10) <u>52.219-8</u>, Utilization of Small Business Concerns (May 2004) (<u>15 U.S.C. 637(d)(2</u>) and (3)). (11)(i) <u>52.219-9</u>, Small Business Subcontracting Plan (Apr 2008) (<u>15 U.S.C. 637(d)(4)</u>). (ii) Alternate I (Oct 2001) of 52.219-9. (iii) Alternate II (Oct 2001) of <u>52.219-9</u>. (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)). (13) <u>52.219-16</u>, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (<u>15 U.S.C. 637(d)(4)(F)(i)</u>). (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). (ii) Alternate I (June 2003) of <u>52.219-23</u>. (15) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323). (16) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323). (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f). (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)). X (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755). X (20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

	DTMA5P09202 Laboratory Tests - HIV				
[Con	tracting Officer shall check as appropriate.]				
X	(21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).				
X	(22) <u>52.222-26</u> , Equal Opportunity (Mar 2007) (E.O. 11246).				
	(23) <u>52.222-35</u> , Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ( <u>38 U.S.C. 4212</u> ).				
X	(24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).				
	(25) <u>52.222-37</u> , Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ( <u>38 U.S.C. 4212</u> ).				
	(26) <u>52.222-39</u> , Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).				
	(27) <u>52.222-54</u> , Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in <u>22.1803</u> .)				
	(28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)				
) <del></del>	(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)				
	(29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).				
	(30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).				
() <del></del>	(ii) Alternate I (DEC 2007) of <u>52.223-16</u> .				
	(31) <u>52.225-1</u> , Buy American Act—Supplies (Feb 2009) ( <u>41 U.S.C. 10a-10d</u> ).				
5 <del>0</del>	(32)(i) <u>52.225-3</u> , Buy American Act—Free Trade Agreements—Israeli Trade Act (Feb 2009) ( <u>41 U.S.C. 10a-10d</u> , <u>19 U.S.C. 3301</u> note, <u>19 U.S.C. 2112</u> note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).				
	(ii) Alternate I (Jan 2004) of <u>52.225-3</u> .				
	(iii) Alternate II (Jan 2004) of <u>52.225-3</u> .				
	(33) <u>52.225-5</u> , Trade Agreements (MAR 2009) ( <u>19 U.S.C. 2501</u> , et seq ., <u>19 U.S.C. 3301</u> note).				
	(34) <u>52.225-13</u> , Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).				
	(35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).				

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	[Contracting Officer shall check as appropriate	e.]	
	(36) <u>52.226-5</u> , Restrictions on Subcontr	acting Outside Disaster or Emergency Area (Nov 2007)	(42 U.S.C. 5150)
	(37) <u>52.232-29</u> , Terms for Financing of <u>10 U.S.C. 2307(fl)</u> .	Purchases of Commercial Items (Feb 2002) (41 U.S.C.	<u>255(f)</u> ,
-	(38) <u>52.232-30</u> , Installment Payments fo	or Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U	.S.C. 2307(f).
_	(39) <u>52.232-33</u> , Payment by Electronic X ( <u>31 U.S.C. 3332</u> ).	Funds Transfer—Central Contractor Registration (Oct 2	003)
-	(40) <u>52.232-34</u> , Payment by Electronic I (31 U.S.C. 3332).	Funds Transfer—Other than Central Contractor Registra	ation (May 1999)
_	(41) <u>52.232-36</u> , Payment by Third Party	(May 1999) ( <u>31 U.S.C. 3332</u> ).	
	(42) <u>52.239-1</u> , Privacy or Security Safe	guards (Aug 1996) ( <u>5 U.S.C. 552a</u> ).	
_	(43)(i) <u>52.247-64</u> , Preference for Private (46 U.S.C. Appx. 1241(b) and <u>10 U.S.C.</u>	ely Owned U.SFlag Commercial Vessels (Feb 2006) . 2631).	
_	(ii) Alternate I (Apr 2003) of 52.247-6	<u>64</u> .	
	(c) The Contractor shall comply with the FAR Contracting Officer has indicated as being incontracting officer applicable to acquisitions of	clauses in this paragraph (c), applicable to commercial orporated in this contract by reference to implement procommercial items:	services, that the
	[Contracting Officer shall check as appropriate	e.]	
-	X (1) <u>52.222-41</u> , Service Contract Act of 1	965 (Nov 2007) (41 U.S.C. 351,et seq.).	
_	(2) <u>52.222-42</u> , Statement of Equivalent et seq.).	Rates for Federal Hires (May 1989) (29 U.S.C. 206 and	<u>41 U.S.C. 351</u> ,
_	(3) <u>52.222-43</u> , Fair Labor Standards Act Contracts) (Nov 2006) ( <u>29 U.S.C. 206</u> a	and Service Contract Act—Price Adjustment (Multiple and 41 U.S.C. 351,et seq.).	Year and Option
	(4) <u>52.222-44</u> , Fair Labor Standards Act and <u>41 U.S.C. 351</u> , <i>et seq.</i> ).	and Service Contract Act—Price Adjustment (Feb 2002	2) ( <u>29 U.S.C. 206</u>
_	(5) <u>52.222-51</u> , Exemption from Applicati or Repair of Certain Equipment—Requir	on of the Service Contract Act to Contracts for Maintenarements (Nov 2007) (41 351, et seq.).	ance, Calibration,
_	(6) <u>52.222-53</u> , Exemption from Applicati Requirements (Feb 2009) ( <u>41 U.S.C. 35</u>	on of the Service Contract Act to Contracts for Certain § 1, et seq.).	Services—
_	(7) <u>52.226-6</u> , Promoting Excess Food D	onation to Nonprofit Organizations (Mar 2009) (Pub. L.	110-247).
	(8) <u>52.237-11</u> , Accepting and Dispensin	g of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).	

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- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at <u>52.215-2</u>, Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) <u>52.219-8</u>, Utilization of Small Business Concerns (May 2004) (<u>15 U.S.C. 637(d)(2</u>) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.
- (iii) <u>52.203-15</u>, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5). Applies to subcontracts funded under the Act.
  - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

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- (v) <u>52.222-35</u>, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (<u>38 U.S.C. 4212</u>).
- (vi) <u>52.222-36</u>, Affirmative Action for Workers with Disabilities (June 1998) (<u>29 U.S.C. 793</u>).
- (vii) <u>52.222-39</u>, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
  - (viii) <u>52.222-41</u>, Service Contract Act of 1965 (Nov 2007) (<u>41 U.S.C. 351</u>, et seq.).
  - (ix) <u>52.222-50</u>, Combating Trafficking in Persons (Feb 2009) (<u>22 U.S.C. 7104(g)</u>).
  - Alternate I (Aug 2007) of <u>52.222-50</u> (<u>22 U.S.C. 7104(g)</u>).
- (x) <u>52.222-51</u>, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (<u>41 U.S.C.</u> <u>351,et se g.</u>).
- (xi) <u>52.222-53</u>, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (<u>41 U.S.C. 351</u>, et se q.).
  - (xii) 52.222-54, Employment Eligibility Verification (JAN 2009).
- (xiii) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009)
- (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause <u>52.226-6</u>. (xiv) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)
- (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)